

In the Matter of:

SPIRE MISSOURI INC.'s VERIFIED APPLICATION FOR AN ACCOUNTING AUTHORITY, etc.

GU-2020-0376, VOL. II

October 19, 2020



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BEFORE THE PUBLIC SERVICE COMMISSION

STATE OF MISSOURI

TRANSCRIPT OF PROCEEDINGS

On-The-Record Presentation

October 19, 2020

Jefferson City, Missouri

Volume 2

WebEx

In the Matter of Spire)
Missouri Inc.'s Verified)
Application for an) Case No. GU-2020-0376
Accounting Authority Order)
Related to COVID-19 Impacts.)

RON PRIDGIN, Presiding
REGULATORY LAW JUDGE

RYAN A. SILVEY, Chairman,
WILLIAM P. KENNEY,
SCOTT T. RUPP,
MAIDA J. COLEMAN,
JASON R. HOLSMAN,
COMMISSIONERS

REPORTED BY:
Beverly Jean Bentch, CCR No. 640
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A P P E A R A N C E S

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P R O C E E D I N G S

1
2 JUDGE PRIDGIN: Good afternoon. We are on the
3 record. This is the On-The-Record Presentation of File
4 No. GU-2020-0376. This is in regards to Spire's
5 requested Accounting Authority Order case. I am Ron
6 Pridgin. I'm the Regulatory Law Judge assigned to
7 preside over this On-The-Record Presentation. It is
8 being held on October 19, 2020, at three o'clock in the
9 afternoon. We are doing this via WebEx due to the
10 COVID-19 pandemic.

11 I would like to get verbal entries of
12 appearance from counsel, please. Let me begin with the
13 company.

14 MS. BOCKSTRUCK: Good afternoon. Goldie
15 Bockstruck and Matt Aplington. We're at 700 Market
16 Street, St. Louis, Missouri 63101.

17 JUDGE PRIDGIN: Ms. Bockstruck, thank you. On
18 behalf of the Staff of the Commission, please.

19 MS. MYERS: Good afternoon, Judge. On behalf
20 of the Staff, Jamie Myers, 200 Madison Street, P.O. Box
21 360, Jefferson City, Missouri 65102. My telephone
22 number is 573.526.6036.

23 JUDGE PRIDGIN: Ms. Myers, thank you. On
24 behalf of the Office of the Public Counsel, please.

25 MR. HALL: Good afternoon, Judge. Caleb Hall

1 appearing on behalf of the Office of the Public Counsel.
2 Our office is 200 Madison Street, P.O. Box 2230,
3 Jefferson City, Missouri 65102.

4 JUDGE PRIDGIN: Mr. Hall, thank you. On
5 behalf of MCEG, please.

6 MR. WOODSMALL: Thank you, Your Honor. David
7 Woodsmall on behalf of MCEG.

8 JUDGE PRIDGIN: Mr. Woodsmall, thank you. On
9 behalf of MIEC, please.

10 MS. PLESCIA: Diana Plescia of the law firm
11 Curtis, Heinz, Garrett & O'Keefe, 130 South Bemiston,
12 St. Louis, Missouri 63105.

13 JUDGE PRIDGIN: Ms. Plescia, thank you. On
14 behalf of the National Housing Trust, please.

15 MR. LINHARES: Thank you, Judge. This is
16 Andrew Linhares for the National Housing Trust. My
17 address is 3115 South Grand Avenue, Suite 600, St.
18 Louis, Missouri 63118.

19 JUDGE PRIDGIN: Mr. Linhares, thank you. On
20 behalf of Renew Missouri, please.

21 MR. OPITZ: Thank you, Judge. Tim Opitz on
22 behalf of Renew Missouri Advocates.

23 JUDGE PRIDGIN: Mr. Opitz, thank you. I don't
24 think I've overlooked anyone. Just in case, did I miss
25 someone who needed to enter an appearance?

1 All right. Hearing nothing, what I'd like to
2 do is in lieu of actually calling people to a podium
3 simply just ask parties one at a time to give some sort
4 of brief overview of your position on the stipulation
5 and then be prepared to answer bench questions.

6 My plan is to start with the company, then go
7 to staff, public counsel and then the intervenors.

8 Anything further from either the parties or the bench
9 before Spire makes a presentation to the Commission?

10 Okay. Hearing nothing, just a reminder. If you aren't
11 speaking or don't plan to speak, if you could mute your
12 device so we don't get so much crosstalk or noise. If
13 there's nothing further from counsel or parties, all
14 right, Ms. Bockstruck, when you're ready, ma'am.

15 MS. BOCKSTRUCK: Thank you, Judge. May it
16 please the Commission. We are meeting here today due to
17 an extraordinary event, the COVID-19 pandemic, an event
18 that shook the nation and the state of Missouri as early
19 as March of this year, the impacts of which still affect
20 us to this day as is evident by the fact that we are not
21 able, as we traditionally are, to conduct this
22 presentation in person. The event is so extraordinary
23 it is unsure when we will recover from it.

24 We appreciate the Commission's regard for the
25 safety of all parties involved to allow for this remote

1 hearing. All parties to this case have worked hard to
2 reach a unanimous agreement that will, one, aid in the
3 sustainability of Spire so that we may continue to
4 provide the essential utility service that Missourians
5 need and, two, inure benefits to Spire's customers
6 impacted by COVID-19 during these difficult times.

7 The agreement reached allows Spire to defer
8 into a regulatory asset for potential recovery in the
9 company's next general rate proceeding those incremental
10 costs related to the COVID-19 pandemic beginning March 1
11 of this year and ending March 31, 2021 with the option
12 to extend this time period upon agreement of the parties
13 and Commission order. These costs include new operating
14 maintenance expenses related to protecting employees and
15 customers which include items such as additional
16 cleaning of facilities or vehicles and PPE, increased
17 bad debt expense, cost related to any new assistance
18 programs implemented to aid natural gas customers with
19 their bills during the pandemic, increased field
20 employee overtime, lost revenues up to the amount
21 included in rates related to waived late payment fees,
22 reconnection charges and disconnection charges.

23 The company agrees not to defer any other type
24 of lost revenues not specified under the agreement which
25 means the company will not defer lost revenues related

1 to a reduction in load. The company also agrees to
 2 defer savings from operating cost reductions that the
 3 company is experiencing directly related to COVID-19
 4 such as reduced travel and office expenses as an offset
 5 to increased expenses. There's also provision in the
 6 agreement pertaining to quarterly reporting requirements
 7 that would track cost increases and decreases, as well
 8 as a series of customer information regarding
 9 disconnections, reconnections and arrearages.

10 The agreement also includes a customer
 11 arrearage payment program. Spire has agreed to create
 12 an arrearage program for those customers who have either
 13 lost their jobs, been furloughed or lost income since
 14 March 1 of this year due to COVID-19. Participating
 15 customers may receive up to \$400 towards their natural
 16 gas bill under this program.

17 Also, for the benefit of its customers, Spire
 18 will make available an extended payment program option
 19 of 18 months and not report information to third-party
 20 credit agencies. We appreciate the Commission having an
 21 on-the-record presentation on this unanimous agreement
 22 to keep the stipulation procedurally moving.

23 Spire is unique among Missouri utilities in
 24 that it is a gas only utility and we are heading into
 25 the critical winter heating season. That's why it is

1 important to obtain clarity on the stipulation so that
2 we can timely offer these customer programs to those
3 impacted by COVID-19. Spire has Scott Weitzel, Managing
4 Director of Regulatory and Legislative Affairs,
5 available to answer any questions the Commission may
6 have. Thank you.

7 JUDGE PRIDGIN: Ms. Bockstruck, thank you.
8 Let me see if we have any questions from the bench.
9 Mr. Chairman?

10 CHAIRMAN SILVEY: Judge, I was trying to find
11 my mute button there. Yes, I do have a few questions.
12 Thank you. While I'm directing these questions now
13 obviously to Spire, I would say if any of the other
14 parties disagree or have a different take on the answers
15 given, please share those at the appropriate time.

16 When does the company anticipate filing its
17 next general rate case?

18 MS. BOCKSTRUCK: Go ahead, Scott. We recently
19 filed our 60-day notice. So we do anticipate that
20 happening probably before the end of this year.

21 CHAIRMAN SILVEY: And you guys began sending
22 out some disconnection notice in July; is that right?

23 MS. BOCKSTRUCK: Yes, that's correct.

24 CHAIRMAN SILVEY: How long does it take before
25 nonpayments are put into the books and considered bad

1 debt?

2 MS. BOCKSTRUCK: I'll let Mr. Weitzel answer
3 that.

4 MR. WEITZEL: Hello, Chairman.

5 CHAIRMAN SILVEY: Good afternoon.

6 MR. WEITZEL: We'll try this again. Hello,
7 Chairman. Thank you. The question was how long does it
8 take for bad debt to hit the books of Spire; was that
9 your question, sir? We have a ratio and a formula and
10 we could follow up with our actual accountants and
11 controllers, but we have a ratio and a formula where we
12 forecast that out and make those adjustments, but it
13 takes several, several months for an actual bad debt
14 write-down. We won't actually know until we go through
15 the whole collection process, potentially a third party.
16 It could take six, eight months until we know the actual
17 write off or bad debt amount.

18 CHAIRMAN SILVEY: Okay. Thank you. In
19 paragraph 7, it talks about savings to be deferred. And
20 I believe it's (h) says any direct federal or state
21 assistance Spire or Spire Inc. receives related to
22 COVID-19 relief. Can someone describe to me what type
23 of federal or state assistance this is referring to and
24 have you received any?

25 MR. WEITZEL: I could take a stab at it. With

1 all the stimulus going on at the federal level, items
2 being looked at at the state, if Spire received any
3 COVID assistance, any COVID relief as a corporation or
4 an entity, we then would deduct that from our expenses;
5 but as of right now, the company has not received or
6 does not plan to seek any type of assistance from the
7 state or federal government specifically relating to
8 COVID-19.

9 CHAIRMAN SILVEY: Okay. Thank you. In
10 paragraph 8, it talks about the duration of the AAO, and
11 it says the duration of this time period may be extended
12 or renewed upon agreement of the parties and subsequent
13 order of the Commission approving the agreement or by a
14 separate order of the Commission. So does that mean
15 that if the parties don't reach an agreement on
16 extending the period of the AAO past March 31 of 2021
17 that the Commission can make a determination to extend
18 the length of this agreement without modification and
19 what is the difference in this language between extended
20 and renewed?

21 MR. WEITZEL: I might have the lawyers help me
22 out on that, but I think generally with the
23 unpredictable and unknown of COVID, if we go into more
24 lockdowns, more issues, more circumstances or situations
25 impacting our customers or the company, you know, the

1 parties could reconvene, have those discussions and then
2 maybe come to the Commission and ask for an extension
3 depending on the circumstances. So we just -- With the
4 unknowns out there, we wanted to give us some options if
5 things got worse.

6 CHAIRMAN SILVEY: In paragraph 9, it talked
7 about some reporting requirements. I just want to
8 confirm that the report of the information listed in
9 paragraph 9 will be filed in this case docket or another
10 docket and available to Commissioners and not just
11 provided to the other parties; is that right?

12 MR. WEITZEL: Yes.

13 CHAIRMAN SILVEY: Okay. And is that the same
14 I guess with all of the reports, I think it's paragraph
15 11 might have another reporting requirement in it. Is
16 it safe to assume that whatever reports are required in
17 this stipulation are going to be available to the
18 Commissioners and not just the parties?

19 MR. WEITZEL: Correct.

20 CHAIRMAN SILVEY: And then paragraph 15 talked
21 about the Evergy Appeal WD 83319, it says that the
22 signatories agree that if the Court renders a decision
23 pertaining to WD 83319 or subsequent appeal that renders
24 accounting authority orders invalid, this agreement
25 becomes null and void, and the Company agrees to adjust

1 its books and records consistent with the Court's
2 decision. So a couple questions there. What is meant
3 exactly by renders accounting authority orders invalid?
4 Are we imagining a decision where the Court says no
5 accounting authority order is authorized ever? Is that
6 what that means?

7 MR. HALL: Scott Weitzel, if you don't mind,
8 I'll interject.

9 MR. WEITZEL: Sure, absolutely.

10 MR. HALL: Commissioner Silvey, this is Caleb
11 Hall from Missouri's Office of the Public Counsel. This
12 term was requested from OPC and MECG. Our
13 interpretation of what Evergy's position was at the
14 Court of Appeals regarding their latest appeal of an
15 accounting authority order this Commission ordered, or
16 infer, Evergy to account for costs related to the
17 closure of a power plant was that the company was
18 arguing to the Court that the accounting authority order
19 in question was a collateral attack. We further saw
20 another argument was that any accounting authority order
21 such that any accounting authority order that happens
22 after a rate case is a collateral attack upon that rate
23 case.

24 If Evergy's argument wins at the Missouri
25 Court of Appeals, our legal opinion is that then the

1 integrity of all accounting authority orders is
2 undermined. The Western District Court of Appeals did
3 not agree with Evergy's argument and the appeal before
4 the Supreme Court is still pending. We asked for this
5 term to be included.

6 CHAIRMAN SILVEY: Okay. So it is imagining a
7 decision where accounting authority orders would
8 essentially just disappear from Missouri regulatory law,
9 not specific to that case?

10 MR. HALL: We are imagining some type of, for
11 lack of a better term, doomsday scenario, yes. I
12 understand that Evergy Missouri may disagree with our
13 legal opinion. They are on this call as well. They
14 should speak up if they wish to explain their
15 countervailing opinion. I will posit to you, Chairman,
16 that the appeals to the Supreme Court are -- it's a
17 remedy of last resort. It is not often granted. So
18 this term is likely not going to implicate any future
19 proceeding but is a term that we asked for nonetheless
20 out of an exercise of due caution.

21 CHAIRMAN SILVEY: Okay. And just so I'm clear
22 though, let's say that that appeal results in the court
23 deciding that that particular AAO was unfounded, that
24 does not trigger this clause. We're talking about a
25 finding by the Court that any AAO is a collateral attack

1 on the previous rate case?

2 MR. HALL: Any type of conclusion on a
3 prospective case is going to have to depend on the
4 actual wording of the case, and I don't mean to be
5 flippant, Chairman. It's simply a matter of if a
6 subsequent court opinion is written such that the nature
7 of the accounting authority order is treated as a
8 collateral attack, I believe that that undermines the
9 integrity of all future AAOs. Of course, that all
10 depends on the wording of any court opinion.

11 MR. APLINGTON: Commissioner, this is Matt
12 Aplington for the company. I just would draw your
13 attention to the fact that in paragraph 15 it refers to
14 an appellate decision renders accounting authority
15 orders plural invalid and the idea behind that is that
16 yes, if the Court were somehow to say that no more AAOs
17 for anybody, then this AAO would obviously be invalid
18 and we would have to undo all of this. To your point, I
19 don't think that's likely.

20 CHAIRMAN SILVEY: That's what I was wanting to
21 make sure I understand clearly. It wasn't just that
22 particular AAO if Evergy wins this unrelated case that
23 this goes away. It would be if that ruling says all
24 AAOs or is broadly applied to all AAOs that it would
25 apply to this?

1 MR. APLINGTON: Right. If there's a
2 fundamental shift in Missouri law, then everyone will
3 have to reset but that seems unlikely.

4 CHAIRMAN SILVEY: Okay. Thank you. And then
5 in paragraph 17, there's a description of eligible
6 customers receiving a credit upon joining a payment
7 plan. Is that only available to residential customers?

8 MR. WEITZEL: That is a good question,
9 Chairman. Customers in our definition could be any
10 class. I think in the spirit of this stipulation it was
11 predominantly developed for residential, but that's
12 something that hasn't been defined in this.

13 CHAIRMAN SILVEY: Okay.

14 MR. WEITZEL: As it stands right now,
15 customers can be any customer of Spire.

16 CHAIRMAN SILVEY: All right. Thank you.
17 Those are all the questions I have now at this time,
18 Judge. Thank you.

19 JUDGE PRIDGIN: Thank you. Commission Kenney,
20 any questions, sir?

21 COMMISSIONER KENNEY: No, I have no questions.
22 I'm just listening. Thank you. I appreciate it.

23 JUDGE PRIDGIN: All right. Very good. Thank
24 you. Commissioner Rupp, have you joined us?

25 COMMISSIONER RUPP: I have joined, but I do

1 not have questions at this time. Thank you.

2 JUDGE PRIDGIN: Very good. Thank you, sir.
3 Commissioner Coleman, any questions?

4 COMMISSIONER COLEMAN: No questions from me.
5 Thank you.

6 JUDGE PRIDGIN: Thank you. Commissioner
7 Holsman, any questions?

8 COMMISSIONER HOLSMAN: Yes, I have a few. In
9 paragraph 17 of the stipulation contains a provision
10 with regard to COVID-19 customer average payment plan
11 stating that participating customers would only be
12 allowed to miss monthly payments during the arrearage
13 period or run the risk of being removed from the payment
14 plan. I have a couple questions surrounding that
15 statement there. Number one, what is meant by missed
16 monthly payment?

17 MR. WEITZEL: So if a customer does not make
18 their bill paid in full, that is considered in our
19 systems right now a missed payment.

20 COMMISSIONER HOLSMAN: So you know, given the
21 nature of the pandemic, it's possible a customer could
22 make a full payment under the repayment plan for several
23 months and then be unable to make a full payment the
24 next. If a customer is only able to make a partial
25 payment, would that partial payment constitute a missed

1 payment?

2 MR. WEITZEL: Yes, a partial payment is
3 considered a nonpayment in our system today coding wise.
4 Go ahead, sir. Sorry.

5 COMMISSIONER HOLSMAN: I was just going to
6 follow up. If the customer is removed from the program
7 for missing a monthly payment, is the customer
8 prohibited from returning or re-enrolling in the
9 COVID-19 customer arrearage payment plan?

10 MR. WEITZEL: I think if that customer
11 potentially could have had further loss of income or
12 another triggering event that that customer could come
13 back and be a part of this program.

14 COMMISSIONER HOLSMAN: If they're removed from
15 the program, are they permitted to enter into any other
16 repayment arrangements?

17 MR. WEITZEL: No.

18 COMMISSIONER HOLSMAN: Okay. My next question
19 is pertaining to the same paragraph. It states that the
20 arrearage program period runs through March 21, 2021 but
21 then two sentences later it says this payment plan will
22 end March 31, 2021. Can you explain the difference
23 between the two cutoff dates?

24 MR. WEITZEL: I really can't, Commissioner.
25 Internally we're acting like this goes through March 31

1 as we're trying to develop and set up this customer
2 program.

3 COMMISSIONER HOLSMAN: Okay.

4 MR. WEITZEL: I don't think it was aligned or
5 updated correctly, unless another party has a comment on
6 that.

7 COMMISSIONER HOLSMAN: Okay. Given that
8 Missouri is just now entering the heating season, would
9 it deem that customer arrearages would increase? Does
10 Spire or the parties expect customers will need
11 additional time to pay off their arrearages?

12 MR. WEITZEL: I can give some comment on that.
13 So we are -- Our customer, we're seeing about the same
14 amount of people who have always struggled in arrears
15 except those customers are now moving down carrying a
16 higher arrearage amount. So the majority of arrears are
17 in the zero to \$100 range but now they're moving into
18 200, 300, 400, 500, \$600 range and that's one of the
19 reasons why we're proposing this program. So we're open
20 and I think that's why we also put in the 18-month
21 repayment plan to give customers more protection, more
22 options to deal with their past-due amounts.

23 COMMISSIONER HOLSMAN: So that was my next
24 question. On paragraph 18, you talk about the 18-month
25 payment plan. Does this payment plan offer any bill

1 credits or forgiveness?

2 MR. WEITZEL: This is a separate payment plan
3 from the arrearage match. It's just another option to
4 spread that past-due amount out.

5 COMMISSIONER HOLSMAN: So will customers have
6 to choose between the two payment options or will the
7 customers be able to utilize both if they need it?

8 MR. WEITZEL: I do not know how we're
9 programming that right now, but I would imagine it's one
10 or the other.

11 COMMISSIONER HOLSMAN: Okay. My final
12 question is, the stipulation details a process where
13 parties can meet and discuss whether any modifications
14 to the arrearage payment plan are needed. Would any of
15 the above -- any of the concerns I've addressed so far
16 in this process, can you describe any triggering events
17 that might need program revision?

18 MR. WEITZEL: I can take a stab at it that
19 there's words and clauses in here about monthly
20 reporting that each month we're going to all circle up
21 and the company will report out on the success of the
22 arrearage matching program and I think that will give
23 the parties and the company an opportunity to see what's
24 working, what might need to be changed to have a better
25 success of getting those customers impacted by COVID on

1 one of these programs.

2 COMMISSIONER HOLSMAN: Okay. Thank you,
3 Judge. That's all my questions.

4 JUDGE PRIDGIN: All right. Very good. Thank
5 you.

6 COMMISSIONER COLEMAN: Judge --

7 JUDGE PRIDGIN: Yes, go ahead.

8 COMMISSIONER COLEMAN: -- this is Commissioner
9 Coleman. I do have a question --

10 JUDGE PRIDGIN: Yes, ma'am, when you're ready.

11 COMMISSIONER COLEMAN: -- based on one of the
12 answers just given in response to Commissioner Holsman.
13 My question is relative to the -- it's in reference to
14 the partial payment. It was noted that it counts as a
15 missed payment. This information is I suspect -- what
16 am I looking for -- when a customer goes into this
17 agreement or this arrangement, how is that information
18 provided to them? I think in general people understand
19 that if they don't make a payment that works against
20 them; but if they make a partial payment, I don't think
21 most people believe that it works against them. So if
22 this partial payment, if a person calls Spire and makes
23 arrangements for a partial payment, are they informed
24 that this still counts against them as nonpayment?

25 MR. WEITZEL: Thank you, Commissioner. The

1 tariff for this program has not been approved by the
2 Commission or agreed upon by the parties yet. That's
3 part of the stipulation.

4 COMMISSIONER COLEMAN: Right.

5 MR. WEITZEL: I believe we could put something
6 in that tariff laying out some customer education and
7 customer notification to kind of clarify some of your
8 concerns.

9 COMMISSIONER COLEMAN: I'm always interested
10 in customer education. Thank you very much.

11 JUDGE PRIDGIN: All right. Thank you,
12 Commissioner Coleman. Any other bench questions for the
13 company? All right. Hearing none, thank you very much.
14 I guess we will now hear from the Staff of the
15 Commission. Ms. Myers, when you're ready.

16 MS. MYERS: Thank you, Judge, and may it
17 please the Commission. As Ms. Bockstruck already
18 mentioned, staff is a signatory to this unanimous
19 agreement. We agree that this COVID-19 pandemic has
20 been an extraordinary event, one that we have not seen
21 in our lifetimes.

22 We also filed two pieces of staff testimony in
23 support of this stipulation and agreement. Both of
24 those pieces were sponsored by Kimberly Bolin and Robin
25 Kliethermes. Ms. Bolin speaks to more of the accounting

1 aspect of this application where Ms. Kliethermes talks
2 more about the program development part of this
3 stipulation and agreement. And I know that that's been
4 an interest based on Commission questions. And so I
5 guess a few comments on just the program aspect of this
6 stipulation and agreement, in particular the customer
7 arrearage repayment program.

8 So as mentioned while it doesn't say
9 residential customer in paragraph 16 or 17, you know, I
10 would agree with, I believe -- I can't recall if it was
11 Mr. Weitzel or Mr. Aplington's comments that this was
12 intended to be a residential customer program and I
13 think you can glean that from the mention of LIHEAP
14 funding and other types of language that would only be
15 applicable to residential customers.

16 That said, you know, if Spire were to propose
17 a program for business customers, you know, that's
18 something parties could talk about as well. But I think
19 for this particular tariff program, which has not been
20 filed yet, as mentioned it's forthcoming, it was meant
21 to be a residential customer program.

22 Now, I will say that Spire currently has a low
23 income energy assistance program tariff that was
24 developed as part of their last rate case. And I know
25 Ms. Kliethermes had conversations with Spire when we

1 were talking about all of this just to make sure how
2 that would work, and it appears and I think Ms.
3 Kliethermes mentions this in her rebuttal testimony that
4 a customer could participate in both the low energy
5 income assistance program that Spire currently has, as
6 well as this tariff program that will be forthcoming.
7 So I don't know if that answers any questions but that
8 is something that staff at least had looked into. I
9 don't know if Mr. Weitzel could possibly confirm that as
10 well.

11 MR. WEITZEL: Yes, thank you for bringing that
12 up, Ms. Myers. Because of the testimony provided by
13 Staff, I've given direction to our programmers that you
14 could be in the low income program and also a part of
15 this COVID assistance arrearage program. Yes, you could
16 be in both of those programs.

17 MS. MYERS: So I guess I would just close my
18 remarks with saying in addition to myself, I have with
19 me Ms. Bolin, Ms. Kliethermes, as well as Mark
20 Oligschlaeger and Natelle Dietrich, and I think between
21 the five of us we'd be happy to answer any bench
22 questions you may have.

23 JUDGE PRIDGIN: Ms. Myers, thank you.
24 Mr. Chairman, any questions?

25 CHAIRMAN SILVEY: No questions, Judge. Thank

1 you.

2 JUDGE PRIDGIN: Thank you. Commissioner
3 Kenney?

4 COMMISSIONER KENNEY: No, Judge. Thank you
5 very much.

6 JUDGE PRIDGIN: Thank you. Commissioner Rupp,
7 any questions for Staff?

8 COMMISSIONER RUPP: No questions.

9 JUDGE PRIDGIN: Very good. Thank you.
10 Commissioner Coleman?

11 COMMISSIONER COLEMAN: No questions. Thank
12 you.

13 JUDGE PRIDGIN: Thank you. Commissioner
14 Holsman, any questions?

15 COMMISSIONER HOLSMAN: No questions. Thank
16 you.

17 JUDGE PRIDGIN: Very good. Thank you very
18 much. We will now hear from the Office of the Public
19 Counsel. Mr. Hall, when you're ready, sir.

20 MR. HALL: Good afternoon. May it please the
21 Commission. I must admit I did not have any remarks
22 prepared for this type of presentation other than Public
23 Counsel sees this as a fair and reasonable
24 reconciliation of contested matters in this proceeding
25 and very much follows the spirit of we are all in this

1 together. COVID-19 is an episode of American life that
2 we are all facing, both company and residential
3 customers, and this provides a path forward for both
4 interests. We have an arrearage matching program for
5 residential customers. I will note that Public Counsel
6 envisioned this to be mostly as a residential -- a
7 resolution of residential arrearages and providing a
8 fair and reasonable tracking of limited COVID-19 related
9 costs and savings to be considered in Spire's next rate
10 case.

11 I am available to answer whatever questions I
12 can. The Office of the Public Counsel has supplied our
13 chief economist Geoff Marke on the line. However, he
14 just texted me apparently he may be unavailable for
15 certain questions but we can drag someone else in if the
16 Commission wishes to interrogate any members of Public
17 Counsel.

18 JUDGE PRIDGIN: Very good. Thank you. Any
19 bench questions for Public Counsel? Mr. Chairman?

20 CHAIRMAN SILVEY: No questions, Judge.

21 JUDGE PRIDGIN: Thank you. Commissioner
22 Kenney?

23 COMMISSIONER KENNEY: No, thank you, Judge.

24 JUDGE PRIDGIN: Very good. Thank you.
25 Commissioner Rupp?

1 COMMISSIONER RUPP: No questions today. Thank
2 you.

3 JUDGE PRIDGIN: Thank you. Commissioner
4 Coleman?

5 COMMISSIONER COLEMAN: No questions. Thank
6 you.

7 JUDGE PRIDGIN: Thank you. Commissioner
8 Holsman?

9 COMMISSIONER HOLSMAN: No questions.

10 JUDGE PRIDGIN: Very good. Thank you. We
11 will now move on to the intervenors. First, MECG, Mr.
12 Woodsmall, when you're ready, sir.

13 MR. WOODSMALL: Thank you, Your Honor. I'll
14 be very brief. I believe Ms. Bockstruck did a great job
15 of going through all the various provisions. One of the
16 provisions that I'd like to emphasize that was important
17 to the industrials, as you'll see from Mr. Meyer's
18 testimony, was the lost revenue issue. Originally Spire
19 requested the ability to defer any lost revenues
20 associated with the pandemic. As detailed in provision
21 6, they have agreed not to seek those lost revenues.
22 That was a big issue for us, one of the main reasons we
23 joined in on this. Those are all the comments I had.

24 JUDGE PRIDGIN: Thank you. Any bench
25 questions? Mr. Chairman?

1 CHAIRMAN SILVEY: No, Judge.

2 JUDGE PRIDGIN: Commissioner Kenney?

3 COMMISSIONER KENNEY: No, thank you.

4 JUDGE PRIDGIN: Commissioner Rupp?

5 COMMISSIONER RUPP: No, thank you.

6 JUDGE PRIDGIN: Commissioner Coleman? I'm
7 sorry. Commissioner Coleman, any questions? I'm not
8 getting a response. I'm assuming that's no questions.
9 Commissioner Holsman?

10 COMMISSIONER HOLSMAN: No questions, Judge.
11 Thank you.

12 JUDGE PRIDGIN: All right. Thank you. I
13 don't think we have any questions then from MECG. MIEC,
14 Ms. Plescia, when you're ready.

15 MS. PLESCIA: Good afternoon, Judge. May it
16 please the Commission. The MIEC supports the
17 stipulation. We think it's a fair balance of the
18 interests. We also think that the parties worked hard
19 to get to that, and we hope the Commission will approve
20 it. I don't have any comments to add to those made by
21 the other counsel to the parties that have spoken so
22 far, but I just wanted to note that Greg Meyer of the
23 firm Brubaker & Associates (BAI) is available to answer
24 any technical questions that you might have regarding
25 our position.

1 JUDGE PRIDGIN: Ms. Plescia, thank you. Any
2 bench questions? Mr. Chairman?

3 CHAIRMAN SILVEY: No questions, Judge. Thank
4 you.

5 JUDGE PRIDGIN: Commissioner Kenney?

6 COMMISSIONER KENNEY: No. Thank you very
7 much.

8 JUDGE PRIDGIN: Commissioner Rupp?

9 COMMISSIONER RUPP: None today. Thank you.

10 JUDGE PRIDGIN: Thank you. Commissioner
11 Coleman? Commissioner Holsman, any questions?

12 COMMISSIONER HOLSMAN: No questions, Judge.
13 Thank you.

14 JUDGE PRIDGIN: Very good. Thank you. On
15 behalf of the National Housing Trust, Mr. Linhares, when
16 you're ready.

17 MR. LINHARES: Yes, thank you, Judge. May it
18 please the Commission. So I want to just begin by
19 noting that since the start of this pandemic, which has
20 seen record unemployments and mounting utility debt from
21 customers, all sorts of utility customers, the
22 government of the state of Missouri has taken no steps
23 whatsoever to help utility customers in the state of
24 Missouri. And against that backdrop, we have an
25 agreement now that can do something, we can take some

1 steps there. NHT is a signatory to that agreement and
2 I'd like to briefly talk about it.

3 The agreement reached in this case would not
4 only allow Spire to track and recover COVID-related
5 costs but would also establish several new customer
6 programs to help Spire's most vulnerable customers to
7 help them maintain service and avoid crippling debt
8 during this pandemic.

9 Those programs include a customer arrearage
10 payment plan, which you heard the company describe.
11 This is funded in part by company shareholders and in
12 part from redirected energy efficiency dollars. So I
13 think this balances expenses to shareholders and
14 ratepayers alike. It creates a matching program that
15 allows customer arrears to be partially forgiven, and I
16 think it's relevant to note here that this sort of
17 program is critical in order to ensure that the company
18 achieves a least cost outcome and avoids this scenario
19 in which customer debt and disconnections reach such a
20 level where debt becomes unrecoverable, which we've seen
21 in other jurisdictions resulting in the debt being borne
22 entirely by ratepayers.

23 I believe these customer programs are relevant
24 to the extent that they may be necessary to limit costs
25 during this pandemic which is why we're dealing with

1 them in this case.

2 It's worth noting that other Midwestern
 3 utilities have taken significant action around bill
 4 assistance and arrearage management, payment plans, debt
 5 forgiveness, suspension of late payment fees and
 6 disconnections. In Minnesota, Xcel Energy, a major
 7 investor-owned utility, proposed a \$17 million bill
 8 credit program for its most indebted customers. In
 9 Illinois, ComEd, or Commonwealth Edison, signed an
 10 agreement with parties I believe this summer that
 11 includes a new COVID-19 bill payment assistance program
 12 with about \$18 million in funding. BTE in Michigan
 13 pledged 13 million to help customers. So while at
 14 almost in order of magnitude smaller, this program is in
 15 keeping with what other major IOUs are doing to respond
 16 to this unprecedented pandemic. So I think that's a
 17 relevant context here.

18 Just a last note, I'd just like to say that
 19 delay and approval of this stipulation will very likely
 20 contribute to further hardship in the form of
 21 disconnections and mounting debt on the part of
 22 customers. NHT encourages the stipulation's swift
 23 approval. Thank you very much. Happy to take your
 24 questions.

25 JUDGE PRIDGIN: Mr. Linhares, thank you. Any

1 bench questions? Mr. Chairman?

2 CHAIRMAN SILVEY: No questions, Judge. Thank
3 you.

4 JUDGE PRIDGIN: Thank you. Commissioner
5 Kenney?

6 COMMISSIONER KENNEY: No questions, Judge.
7 Thank you.

8 JUDGE PRIDGIN: Thank you. Commissioner Rupp?

9 COMMISSIONER RUPP: No questions, Judge.
10 Thank you.

11 JUDGE PRIDGIN: Thank you. Commissioner
12 Coleman?

13 COMMISSIONER COLEMAN: No questions, Judge.
14 I'm sorry for my delay the previous two times. I kept
15 hitting the wrong button.

16 JUDGE PRIDGIN: Quite all right. Thank you.

17 COMMISSIONER COLEMAN: Thank you.

18 JUDGE PRIDGIN: Commissioner Holsman?

19 COMMISSIONER HOLSMAN: No questions, Judge.
20 Thank you.

21 JUDGE PRIDGIN: Very good. Thank you. We
22 will now hear from Renew Missouri. Mr. Opitz, when
23 you're ready, sir.

24 MR. OPITZ: Thank you, Judge. May it please
25 the Commission. Renew Missouri was a signatory to the

1 stipulation, and I ask that the Commission approve it.

2 Thank you.

3 JUDGE PRIDGIN: Thank you, Mr. Opitz. Any
4 bench questions? Mr. Chairman? Seeing a no, very good.
5 Thank you. Commissioner Kenney?

6 COMMISSIONER KENNEY: No, thank you.

7 JUDGE PRIDGIN: Commissioner Rupp?
8 Commissioner Rupp, any questions?

9 COMMISSIONER RUPP: I'm sorry. I hit the
10 wrong button. Does Mr. Opitz want to expand on his
11 short testimony? I'm just kidding. No questions.

12 JUDGE PRIDGIN: Thank you. Commissioner
13 Coleman, any questions?

14 COMMISSIONER COLEMAN: No, no questions.

15 JUDGE PRIDGIN: Very good. Commissioner
16 Holsman?

17 COMMISSIONER HOLSMAN: No questions. Thank
18 you, Judge.

19 JUDGE PRIDGIN: Very good. Thank you. I
20 think we have had all the parties an opportunity to
21 speak and had bench question opportunities for everyone.
22 Is there anything else from either the parties or the
23 bench before we wrap up this proceeding?

24 Going once, going twice. All right. Very
25 good. There being no further questions, thank you very

1 much for your participation this afternoon. We are off
2 the record.

3 (Off the record.)
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